

INDEXING INSTRUCTIONS: LOT 1245, SECTION F, GREENBOOK SUBDIVISION, LOCATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI

File Number: 2218-1661412

STATE OF MISSISSIPPI
COUNTY OF DESOTO

SPECIAL WARRANTY DEED

11/02/07 9:53:59
BK 572 PG 73
DESOTO COUNTY, MS
CH CLERK

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid to and others, good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2004-HE2, does hereby sell, convey and warrant specially unto MARILYN K. DOVER and KEVIN D. DOVER, *as joint tenants with full rights of survivorship and not as tenants in common*, the following described property situated in DESOTO County, Mississippi, being more particularly described herein, to wit:

LOT 1245, SECTION F, GREENBOOK SUBDIVISION, LOCATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGES 46-49, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

MORE COMMONLY KNOWN AS: 8391 LAKESHORE DRIVE WEST, SOUTHAVEN, MS 38671.

THIS CONVEYANCE and the warranty hereof are made subject to all building restrictions, restrictive covenants, easements, rights of way, and mineral reservations of record, if any, pertaining to the above described property.

IT IS AGREED AND UNDERSTOOD that the ad valorem taxes for the current year have been prorated as of this date on an estimated basis or actual taxes from the previous year and that the prorations are final and any difference will not be adjusted by the Seller after closing.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said GRANTEE, its heirs or assigns forever, subject to, and excepting, current taxes and other assessments reservations in patents, and all easements, right-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record. GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, through, or under GRANTOR, but not otherwise.

Associated Land Title Bp.
9440 Phillips Hwy Ste 7
Jacksonville FL 32256

60

WITNESS MY SIGNATURE, this the 18 day of October, 2007.



Seller Name: LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2004-HE2 by EMC MORTGAGE CORPORATION AS ATTORNEY IN FACT

BY: [Signature]

Name & Title: Craig Reuter
Assistant Vice President

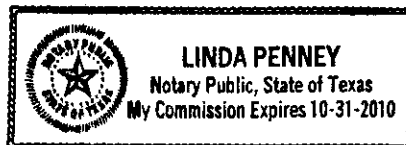
STATE OF Texas
COUNTY OF Denton

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 18 day of October, 2007, within my jurisdiction, the within named Craig Reuter who acknowledged that (he)(she) is Assistant Vice President of EMC MORTGAGE CORPORATION AS ATTORNEY IN FACT FOR LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2004-HE2, and that for and on behalf of the said corporation, and its act and deed (he)(she) executed the above and forgoing instrument, after having first been duly authorized so to do.

[Signature]
Notary Public

My Commission Expires:

(Affix official seal, if applicable)



Granto'rs Address:

LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2004-HE2
2780 LAKE VISTA DR.
LEWISVILLE, TX 75067
214-626-2570

Grantee's Address:

MARILYN DOVER
8391 Lake Shore Drive West
Southaven, MS 38671
662-262-7518

Prepared By:

T. Frank Collins, Collins & Associates, PLLC, One Woodgreen Place, Suite 210, Madison, Mississippi 39110, (601) 853-4400, MSB #6394

Return To:

Mississippi Title & Appraisal Co., 4780 Interstate 55 North, Suite 400, Jackson, Mississippi 39211, (800) 682-0088

Prepared by EMC Mortgage Corporation.

When recorded return to:

EMC Mortgage Corporation
Attn: Collateral Management
2780 Lake Vista Drive
Lewisville, TX 75067-3884
972/444-2800

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that LaSalle Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 135 South LaSalle Street, Suite 1625, Chicago, Illinois, 60603, as Trustee (the "Trustee") pursuant to a Pooling and Servicing Agreement, dated February 1, 2004, (the "Agreement") by and among EMC Mortgage Corporation, a Delaware Corporation as Seller and Master Servicer ("EMC") and LaSalle Bank National Association, as Trustee hereby constitutes and appoints EMC, by and through EMC's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by EMC pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders for Bear Stearns Asset Backed Securities Inc. Asset-Backed Certificates, Series 2004-HE2 (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust and/or assignment of the Mortgage or Deed of Trust) and for which EMC is servicing.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption Agreements, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

7. The full assignment of a Mortgage, Deed of Trust or other security instrument upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. The preparation and issuance of statements of breach or non-performance;
 - c. The preparation and filing of notices of default and/or notices of sale;
 - d. The cancellation/rescission of notices of default and/or notices sale;
 - e. The taking of deed-in-lieu of foreclosure; and
 - f. The preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraph 8.a. through 8. e. above.
9. With respect to other security instruments the power to:
 - a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. Listing agreements;
 - b. Purchase and sale agreements;
 - c. Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. Escrow instructions; and
 - e. Any and all documents necessary to effect the transfer of real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan.
13. When requested by the Trustee, respond to litigation complaints, naming the Trustee as a defendant. Trustee will be apprised of potential litigation by Master Servicer as soon as commercially reasonable.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all the Limited Power of Attorney shall be effective as of February 1, 2004.

This Appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by EMC to the Trustee under the Agreement, or (ii) be construed to grant EMC the power to initiate or defend any suit, litigation or proceeding brought against LaSalle Bank National Association as Trustee for the applicable trust, except as specifically provided for herein. If EMC receives any notice of suit, litigation or proceeding in the name of LaSalle Bank National Association as Trustee, then EMC shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to EMC under the Agreement or to allow EMC to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, EMC Mortgage Corporation shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating EMC in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

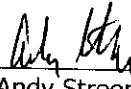
EMC hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by EMC of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

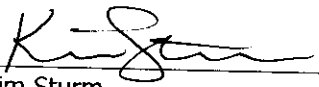
This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Illinois, without regard to conflicts of law principles of such state.

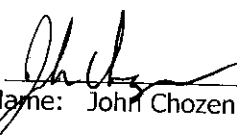
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, LaSalle Bank National Association as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 12th day of June, 2007.

LaSalle Bank National Association,
a national banking association,
solely in its capacity as Trustee

By: 
Name: Andy Streepey
Title: Assistant Vice President

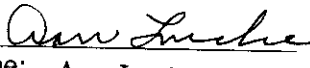
Attest: 
Name: Kim Sturm
Title: Trust Officer

Witness: 
Printed Name: John Chosen

{Corporate Seal}

Witness: 
Printed Name: Maggie Foiles

Acknowledged and Agreed
EMC Mortgage Corporation

By: 
Name: Ann Lucke
Title: Assistant Secretary

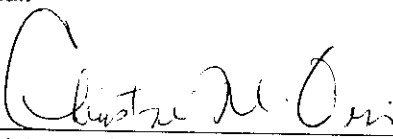


STATE OF ILLINOIS
COUNTY OF COOK

On June 12, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Andy Streepey, Assistant Vice President of LaSalle Bank National Association, as Trustee for Bear Stearns Asset Backed Securities Inc. Asset-Backed Certificates, Series 2004-HE2 personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(Seal)




Notary Public, State of Illinois